

| 1. Date of Contract   |  | STANDARD CRUISE VOYAGE CHARTER PARTY  |  |
|---|--|---|--|
|   |  | CODE NAME: "CRUISEVOY" (Issued April 1998)  |  |
|   |  | PART I  |  |
| 2. Owners' name/Full style  |  | 3. Charterers' name/Full style  |  |
| 4. Vessel's name  |  | 5. Vessel's main particulars  |  |
| 6. Port or place of delivery/embarkation (Cl. 4(a), Cl. 6(a))                           |  | Flag:   |  |
| 7. Date and time of delivery (Cl. 1(a), Cl. 4(a) and (b))                               |  | GT/NT:<br>/   |  |
| 8. Place of redelivery/disembarkation   |  | Displacement:   |  |
| 9. Date of redelivery   |  | Length/Breadth:<br>/  |  |
| 10. Vessel's Classification Society (Cl. 1(a))  |  | 11. Max. number of passengers (Cl. 1(a))  | 12. Max. delay to vessel (in hours) (Cl. 4(a)(ii))     |
| 13. Currency and amount of hire (Cl. 5(a))  |  | 14. Number of passengers on which hire is based (Cl. 5(b))                        | 15. Additional hire per excess passenger (Cl. 5(b))    |
| 16. Bunker price on which hire is based (Cl. 6(a))                                      | 17. Hire adjustment for bunkers (Cl. 6(a)) | 18. Gratuities of service employees per passenger per pay (Cl. 6(b))              | 19. Passenger-related charges per passenger (Cl. 6(c)) |
| 20. Owners' bank account(Cl. 7(a))  |  | 21. Charterers' Marketing Limits (Cl. 11(d))                                      |  |
| 22. Tariff Currency (Cl. 17(c))   | 23. Notice of Cancellation (Cl. 22(a))     | 24. Cancellation Fee (Cl. 22(a)(i) and (c)(ii))                                   |  |
| 26. Maximum amount for Small Claims/Shortened Arbitration Procedure (Cl. 27(a) and (b)) |  | 25. Law and Arbitration (state Cl. 27(a), 27(b) or 27(c) also state agreed place) |  |
| 27. Owners' full postal address and telex/telefax no. (Cl. 28(a))                       |  | 28. Charterers' full postal address and telex/telefax no. (Cl. 28(b))             |  |
| 29. Brokerage commission rate (Cl. 30)  |  | 30. Brokers (Cl. 30)  |  |
| 31. Additional clauses  |  |   |  |

It is mutually agreed that this Contract shall be performed subject to the conditions in the Charter Party consisting of PART I including additional clauses, if any agreed and stated in [Box 31](#), and [PART II](#) as well as ANNEXES 1 (Itinerary), 2 (Description of cabins/berths), 3 (Catering), 4 (Manner of payment) and 5 (Specimen ticket) as appended hereto. In the event of a conflict of conditions the provisions of PART I and ANNEXES 1 to 5 shall prevail over those of PART II to the extent of such conflict, but no further.

|                    |                        |
|--------------------|------------------------|
| Signature (Owners) | Signature (Charterers) |
| <br><br>           | <br><br>               |

**PART II**  
**“CRUISEVOY” Voyage Charter for Vessels**

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| IT IS AGREED on the date stated in <a href="#">Box 1</a> between the party stated in <a href="#">Box 2</a> as the Owners of the Vessel stated in <a href="#">Box 4</a> , with main particulars stated in <a href="#">Box 5</a> and the party stated in <a href="#">Box 3</a> as the Charterers, that subject to the terms and conditions hereinafter, the Owners let and the Charterers hire the Vessel for a Cruise starting at the port or place stated in <a href="#">Box 6</a> on the date and at the time mentioned in <a href="#">Box 7</a> and terminating at the place stated in <a href="#">Box 8</a> on the date mentioned in <a href="#">Box 9</a> and in accordance with the agreed itinerary attached hereto as Annex 1 (hereinafter referred to as "Cruise"). | 1<br>2<br>3<br>4<br>5<br>6<br>7<br>8         |   |  |
| <b>1. Vessel's Class and Condition</b>  | 9  | <b>5. Hire</b>  | 74   |
| (a) The Owners shall exercise due diligence to deliver the Vessel on the date and at the time stated in <a href="#">Box 7</a> , in a seaworthy and clean condition, properly manned, equipped and supplied for the performance of the Cruise in accordance with the standards in their cruising trade. The Vessel shall be delivered fully classed for ships of its type with the Classification Society stated in <a href="#">Box 10</a> and shall throughout the Cruise be in possession of all necessary certificates including a valid Passenger Certificate issued by the competent authorities, permitting the carriage of passengers up to the number stated in <a href="#">Box 11</a> .   | 10<br>11<br>12<br>13<br>14<br>15<br>16<br>17 | (a) In consideration for the chartering of the Vessel for the Cruise, the Charterers shall pay hire to the Owners under this Charter Party in the currency and the amount stated in <a href="#">Box 13</a> .  | 75<br>76<br>77   |
| (b) The Charterers have inspected or have had the opportunity to inspect the Vessel and acknowledge having accepted the Vessel and its facilities.  | 18<br>19                                     | (b) The said hire is based upon the number of passengers stated in <a href="#">Box 14</a> ; for every passenger in excess of this number an additional hire as stated in <a href="#">Box 15</a> is to be paid. The hire is not subject to a reduction in the event that there shall be less passengers than the number stated in <a href="#">Box 14</a> .   | 78<br>79<br>80<br>81   |
| <b>2. Vessel's Accommodation</b>  | 20   | <b>6. Other Charges</b>   | 82   |
| (a) The Vessel shall be employed solely for the carriage of passengers and their luggage.   | 21<br>22                                     | (a) The hire referred to in <a href="#">Clause 5</a> is based upon the mean prices of fuel oil and gas oil as established by Platt's Oilgram and stated in <a href="#">Box 16</a> , which are the current market prices prevailing in the port or place stated in <a href="#">Box 6</a> or the nearest bunkering port thereto, on the date of the Charter Party stated in <a href="#">Box 1</a> . If the price of fuel oil according to the above-mentioned standard prevailing at such port or place at the time when the Vessel is made available in accordance with <a href="#">Clause 4</a> , exceeds the price stated in <a href="#">Box 16</a> by more than 10%, then for every percentage point above 10%, an adjustment to the hire shall be made as stated in <a href="#">Box 17</a> . | 83<br>84<br>85<br>86<br>87<br>88<br>89<br>90<br>91                 |
| (b) The Owners shall place at the disposal of the Charterers the whole or part of the Vessel's passenger accommodation in accordance with the description of cabins and berths contained in Annex 2. The passengers and Charterers' staff shall also be permitted the use of the public rooms and those parts of the Vessel's deck space which are normally available for passenger use. Passengers and Charterers' staff are not permitted to be in any other part of the Vessel without the approval of the Master.   | 23<br>24<br>25<br>26<br>27<br>28<br>29       | (b) The Charterers shall pay to the Owners the amount per passenger per day stated in <a href="#">Box 18</a> to cover gratuities of service employees.  | 92<br>93   |
| (c) The Owners will, to the extent feasible and with due consideration for passengers' safety and well-being, seek to accommodate the needs of persons with disabilities. The Charterers shall notify the Owners of any special medical, physical or other requirements of passengers at least 45 days prior to departure and the Owners will, within a reasonable period of time, inform the Charterers whether such requirements can be met.  | 30<br>31<br>32<br>33<br>34<br>35             | (c) The Charterers shall pay to the Owners the amount per passenger stated in <a href="#">Box 19</a> for passenger-related charges including but not limited to applicable port taxes, departure taxes and customs fees.  | 94<br>95<br>96   |
| (d) Passage will not be granted to children under 12 months of age and women who would be more than 28 weeks pregnant by the end of the Cruise.   | 36<br>37                                     | <b>7. Payment of Hire and Other Charges</b>   | 97   |
| <b>3. Owners' and Master's Authority</b>  | 38   | (a) All amounts due under <a href="#">Clauses 5</a> and <a href="#">6</a> of this Charter Party shall be paid in full, without deductions or set-offs and free of bank charges into the Owners' bank account stated in <a href="#">Box 20</a> , or such other account as the Owners may hereafter designate in writing to the Charterers, in the manner and at the time(s) as provided for in Annex 4.  | 98<br>99<br>100<br>101<br>102                                      |
| (a) During the Cruise the Master shall have complete control of the Vessel and shall be in charge of all operations relating to the Vessel. The Master shall have complete and unrestricted discretion to act in any way he regards as appropriate, including but not limited to such action as the Master may consider necessary or desirable to preserve the safety and security of the Vessel or the comfort and enjoyment of the passengers, to comply with local and flag state law, to safeguard the environment and to maintain good order and security on the Vessel.   | 39<br>40<br>41<br>42<br>43<br>44<br>45<br>46 | (b) If the Charterers default in payment of any instalment of the hire on its due date as provided in <a href="#">sub-clause 7(a)</a> (time in this respect being of the essence to this Charter Party), the Owners shall give the Charterers written notice to rectify such default within 72 hours of Charterers' receipt of the Owners' notice and if so rectified, the payment shall stand as duly made. If the Charterers fail to make the payment within the said 72 hours the Owners shall have the option (exercisable up to receipt of late payment by the Owners) of treating the Charterers as having repudiated this Charter Party, whereupon the Owners shall be entitled to terminate the Cruise as provided in <a href="#">Clause 22(c)(i)</a> .                                 | 103<br>104<br>105<br>106<br>107<br>108<br>109<br>110<br>111<br>112 |
| (b) The Owners or the Master may at their sole discretion and without any liability on their part refuse transportation of, or at any stage of the Cruise disembark, any person who in their judgement endangers the Vessel or himself, is or becomes unfit to travel, or jeopardises the health, safety or well-being of other persons on board.   | 47<br>48<br>49<br>50<br>51                   | (c) As security for the payment of all sums due the Owners under this Charter Party, the Charterers will comply with arrangements described in Annex 4.   | 113<br>114   |
| <b>4. Embarkation of Passengers</b>   | 52   | <b>8. Charterers' Obligations</b>   | 115  |
| (a) Subject as herein provided the Vessel will be made available at the port or place stated in <a href="#">Box 6</a> and on the date and time stated in <a href="#">Box 7</a> for the embarkation of passengers for the Cruise, provided however that:   | 53<br>54<br>55                               | (a) The Charterers shall comply with all applicable laws, regulations and practices of relevant States in relation to the organisation of package travel, package holidays and package tours, including but not limited to any exchange and customs controls, and the Charterers undertake to inform all passengers accordingly. The Owners shall not be responsible for breaches of any such laws, regulations and practices by the Charterers, their representatives and/or any passengers.   | 116<br>117<br>118<br>119<br>120<br>121<br>122                      |
| (i) whilst using their best efforts to maintain said date and time, the Owners will be under no responsibility to the Charterers, their passengers or any other person for any delay in such availability of the Vessel due to any of the events referred to in <a href="#">Clauses 22(b)</a> , <a href="#">25</a> and <a href="#">26</a> ;   | 56<br>57<br>58<br>59                         | (b) The Charterers warrant that throughout the Cruise they will be covered for Charterers' liabilities risk by underwriters approved by the Owners which approval shall not be unreasonably withheld.   | 123<br>124<br>125  |
| (ii) if for any reason whatsoever such availability of the Vessel is delayed beyond the number of hours stated in <a href="#">Box 12</a> , either party shall have the option to cancel this Charter Party in accordance with <a href="#">Clause 22</a> .   | 60<br>61<br>62                               | <b>9. Marketing and Publicity</b>   | 126  |
| (b) The itinerary in Annex 1 is based on the assumption that embarkation of passengers will be completed within 6 hours after the date and hour stated in <a href="#">Box 7</a> .   | 63<br>64                                     | (a) The Charterers warrant that the Cruise prospectus, other booklets, agreements with the passengers and Charterers' staff and any other literature issued by the Charterers for the Cruise will not prejudice any of the Owners' rights or immunities or increase the Owners' liabilities under the terms and conditions of the Owners' Passage Ticket.   | 127<br>128<br>129<br>130<br>131                                    |
| (c) The Charterers shall be responsible for all arrangements (including all expenses thereof) prior to passengers' embarkation and for the arrival of the passengers and their belongings at the embarkation port sufficiently in advance of departure to enable timely boarding and loading. In the event of delayed arrival of passengers or their luggage, the Owners may at their discretion change the scheduled itinerary, with all additional costs and expenses arising out of such a change in scheduled itinerary to be for the Charterers' account.  | 65<br>66<br>67<br>68<br>69<br>70<br>71       | (b) Any advertising expense relating to the Cruise will be for the sole account of the Charterers, who warrant in any such advertising to give an accurate and truthful description of the Vessel, the Cruise and the catering (as set out in Annexes 1, 2 and 3). The Charterers shall comply with all relevant national and international laws, regulations and practices that apply to the disclosure of trade description and safety standards.   | 132<br>133<br>134<br>135<br>136<br>137                             |
| (d) The Charterers shall advise the passengers that they and their luggage may be subjected to security inspections, which may involve physical search.   | 72<br>73                                     | (c) All promotional and advertising materials for the Cruise shall be submitted by the Charterers for the Owners' approval prior to publication, such approval not to be unreasonably withheld.   | 138<br>139<br>140  |
|   |  | (d) The Charterers shall not permit any press, radio or television reporter or camera crew or photographer (other than the Vessel's photographic services concession) to board the Vessel in any circumstances, without the written consent of the Owners.  | 141<br>142<br>143<br>144   |
|   |  | <b>10. Passenger List and Cabin Assignment</b>  | 145  |
|   |  | The Charterers shall be solely responsible for the general booking plan and the   | 146  |

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| On-board berthing arrangements for the passengers and Charterers' staff. No later than thirty (30) days before the departure of the Vessel, the Charterers shall send to the Owners a passenger list in duplicate of the passengers and Charterers' staff who will be embarking, indicating the berth reserved for each of them. Such list shall include the following information: names and surnames, date and place of birth, number and type of the identity document submitted (for example, whether a personal or collective passport), place and date of issue or renewal and any other relevant data. To the extent permitted by local regulations at the ports of call the Owners will accept additional passengers' names with which this list may be updated and a complete list shall be submitted latest on the day of embarkation. | 147<br>148<br>149<br>150<br>151<br>152<br>153<br>154<br>155<br>156 | (a) The Charterers shall indemnify, hold harmless and defend the Owners and/or the Vessel against exposure to third parties for any damage, liability, suit, claim, cost or expense (including but not limited to legal fees and costs), arising out of any events or matters not occurring on board the Vessel or the Vessels' launches, or which arises out of Charterers' negligence or is caused by Charterers' breach of this Charter Party; or results from representations by the Charterers or contracts between the Charterers and the passengers, the Charterers' staff or independent contractors or the breach thereof; or results from any intentional or negligent act or omission of the Charterers, their staff or passengers or any person acting on behalf of the Charterers. | 219<br>220<br>221<br>222<br>223<br>224<br>225<br>226<br>227<br>228 |
| <b>11. Passage Tickets</b>   | 157  | (b) The Charterers undertake to indemnify the Owners and the Vessel against all damages to the Vessel and its equipment - except for ordinary wear and tear - caused by any intentional or negligent act or omission of passengers or Charterers' staff as well as against liabilities for any illegal acts by passengers and Charterers' staff, including but not limited to smuggling, drug abuse, facilitating stowaways, possession of firearms or explosives, pollution, unlawful entry, or overextended stay.   | 229<br>230<br>231<br>232<br>233<br>234<br>235                      |
| (a) Prior to departure the Owners shall deliver to the Charterers for each passenger and member of Charterers' staff an Owners' Passage Ticket in the form of the specimen ticket set out in Annex 5 (hereinafter referred to as "Passage Ticket"). The Passage Ticket and not this Charter Party defines the entire legal relationship between the Owners and passengers, it being agreed that passengers shall not be deemed to be parties to or third party beneficiaries of this Charter Party.  | 158<br>159<br>160<br>161<br>162<br>163<br>164                      | <b>17. Owners' Obligations</b>  | 236  |
| (b) The Owners shall not be obliged to release the tickets to the Charterers or their representatives unless and until all hire and other payments due hereunder are paid in the manner and at the time(s) as provided for in <a href="#">Clause 7 (a)</a> and Annex 4.  | 165<br>166<br>167<br>168   | (a) The Owners shall pay for fuel, water, all customary port charges relating to the Vessel, canal dues, crew wages, including entertainment staff, luggage handling between the Vessel and the customary luggage transfer point, tendering while at anchor and running expenses of the Vessel, subject always to the charges referred to in <a href="#">Clause 6</a> .   | 237<br>238<br>239<br>240<br>241                                    |
| (c) The Charterers shall be responsible for the issuance of Passage Tickets to passengers and Charterers' staff. The Charterers shall not make any alteration to the terms and conditions of such Passage Tickets and the Owners' liability hereunder shall be limited to the extent contained in the terms and conditions thereof. The Charterers shall bring the terms and conditions of the Passage Ticket to the attention of the passengers and Charterers' staff prior to or at the time of booking.   | 169<br>170<br>171<br>172<br>173<br>174<br>175                      | (b) The Owners shall be responsible for:<br>(i) the victualling and service of meals for passengers as agreed with the Charterers and described in Annex 3;<br>(ii) supplying passengers with bed linen, and towels which shall be changed regularly in accordance with the Owners' standard practice;<br>(iii) providing entertainment of the standard and content usual on the Owners' regular cruises.   | 242<br>243<br>244<br>245<br>246<br>247<br>248                      |
| (d) The Charterers are free to determine the fare(s) they shall charge to the passengers whom they book for the Cruise but shall only be entitled to market and sell tickets within the limits stated in <a href="#">Box 21</a> .  | 176<br>177<br>178  | (c) The Owners will provide at their then current tariff and in the currency stated in <a href="#">Box 22</a> facilities, including, but not limited to an on-board bar, hairdressing salon, shops, photographer, laundry service, communication and, where applicable regulations so permit, a casino. Each passenger shall have a "shipboard account" for the payment of personal expenses on board, which shall include, but not be limited to payment for the use of the above facilities as well as for all shipboard beverages, duty-free purchases and shore excursions. Passengers shall settle their accounts with the Vessel before disembarking at the end of the Cruise and the Charterers shall advise passengers in advance of this requirement.                                  | 249<br>250<br>251<br>252<br>253<br>254<br>255<br>256<br>257<br>258 |
| <b>12. Passengers' Travel and Health Documents</b>   | 179  | (d) The Owners warrant that throughout the Cruise they will be entered for P&I coverage with a P&I Club that is a member of the International Group of P&I Clubs, or otherwise approved by the Charterers, which approval shall not be unreasonably withheld.   | 259<br>260<br>261<br>262   |
| The Charterers warrant that each passenger will be in possession of a passport, visa and health certificates valid for the duration and the itinerary of the Cruise contemplated by this Charter Party and are provided with any other documents as may be necessary to enable such persons to visit the various ports of call and to join and disembark the ship at the ports of embarkation and disembarkation.  | 180<br>181<br>182<br>183<br>184                                    | <b>18. Alterations to Vessel's Itinerary</b>  | 263  |
| <b>13. Passengers' Luggage</b>   | 185  | (a) The Charterers are not entitled to any extension in the duration of the Cruise, nor to any change in the itinerary described in Annex 1.  | 264<br>265   |
| Passengers' luggage is restricted to suitcases and hand luggage of such size and type as can easily be stored in passengers' cabins. Cabin trunks are not acceptable. The Charterers warrant that passengers and Charterers' staff shall not bring on board contraband or illegal substances; nor firearms, dangerous goods or live animals without the prior consent of the Owners.   | 186<br>187<br>188<br>189<br>190<br>191                             | (b) The itinerary described in Annex 1 may be altered or times and dates changed for any cause which the Master in his absolute discretion shall consider to be just and reasonable for the safety and security of the Vessel as well as the comfort and enjoyment of the passengers and, if the circumstances so permit, the itinerary will be revised by the Master in consultation with the Owners and the Charterers.   | 266<br>267<br>268<br>269<br>270<br>271                             |
| <b>14. Shore Excursions</b>  | 192  | (c) The Master may also alter the itinerary:<br>(i) where caused by circumstances beyond his control;<br>(ii) to save life or property in distress;<br>(iii) to provide and/or to receive medical assistance;<br>(iv) to cope with any other urgency which may arise;<br>(v) to replenish bunkers and/or stores as a consequence of any of the causes described in sub-clauses (b) and (c).   | 272<br>273<br>274<br>275<br>276<br>277<br>278                      |
| (a) All shore excursions, including transportation, entertainment, victualling, accommodation and other services rendered ashore shall be arranged by the Owners as agents of the Charterers and shall be performed by independent contractors, at the risk and responsibility of the Charterers and the passengers, and subject to the terms and conditions of the tickets, vouchers or notices issued by or on behalf of the contractors in respect of such shore excursions.  | 193<br>194<br>195<br>196<br>197<br>198                             | <b>19. Salvage</b>  | 279  |
| (b) When collecting moneys in respect of shore excursions the Owners, their agents or employees shall do so solely as agents for the companies and persons providing such services and the Owners shall not be liable for repayment of such moneys except to the extent that same may have been retained by the Owners or refunded to them.  | 199<br>200<br>201<br>202<br>203                                    | Any salvage recoveries are for the Owners' account.   | 280  |
| <b>15. Charterers' Representative and Staff</b>  | 204  | <b>20. Loss of Vessel</b>   | 281  |
| (a) The Charterers shall nominate a contact person travelling with the Vessel, who shall communicate with the Vessel's Master and crew in order to ensure the successful performance of the Cruise in every way. The contact person is authorized to make decisions on behalf of the Charterers in matters occurring on board the Vessel.  | 205<br>206<br>207<br>208<br>209                                    | Should the Vessel become an actual, constructive or compromised total loss, before the commencement of the Cruise, this Charter Party shall thereby be cancelled and the Owners shall return in full all moneys already paid. The Owners shall not be liable for any damages, expenses or losses caused to the Charterers by such cancellation.   | 282<br>283<br>284<br>285   |
| (b) Charterers' staff and representatives visiting or travelling with the Vessel have the same rights and obligations as passengers and are bound by the terms and conditions of the Passage Ticket and the Owners are not liable for any loss of life, injury, or loss or damage to luggage and personal effects other than to the extent (if any) provided by such terms and conditions. The Charterers shall indemnify the Owners against any claims by Charterers' staff or representatives where any such claim would not have been the Owners' liability under the Passage Ticket.   | 210<br>211<br>212<br>213<br>214<br>215<br>216<br>217               | <b>21. Vessel's Substitution</b>  | 286  |
| <b>16. Charterers' Liabilities</b>   | 218  | The Owners shall have the option at any time to substitute a vessel of similar size and quality for the itinerary set forth in Annex 1. In the event, however, that the Owners intend to substitute a vessel, then the Charterers shall be afforded an opportunity to inspect the proposed substitute and approve the substitution, which   | 287<br>288<br>289<br>290   |

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| approval shall not be unreasonably withheld or delayed.   | 291   | having an interest in the Vessel, such persons shall be entitled to avail themselves of all defences and limits of liability, which the Owners are entitled to invoke under this Charter Party and the provisions of law applicable, as if they were expressly made for their benefit. In entering into this Charter, the Owners do so not only on their own behalf but also as agent and trustee for such persons, who shall to this extent be or be deemed to be parties to this Charter.   | 365<br>366<br>367<br>368<br>369<br>370                                    |
| <b>22. Cancellation and Termination</b>   | 292   |   |   |
| (a) <b>Early Cancellation</b>   | 293   |   |   |
| Either party shall have the right to cancel this Charter Party, by giving the other party written notice of termination not less than the number of days stated in <a href="#">Box 23</a> prior to commencement of the Cruise.  | 294<br>295<br>296   |   |   |
| (i) In case of such cancellation by the Owners they shall release to the Charterers all amounts previously paid in respect of hire and other charges as stated in <a href="#">Clauses 5</a> and <a href="#">6</a> . Unless such cancellation is due to the events described in <a href="#">Clauses 25</a> and <a href="#">26</a> , the Owners shall additionally pay to the Charterers the amount stated in <a href="#">Box 24</a> as cancellation fee.   | 297<br>298<br>299<br>300<br>301   |   |   |
| (ii) In case of such cancellation by the Charterers, the Owners shall be entitled to compensation in the amount of all the sums then paid and/or which are then due and owing by the Charterers to the Owners pursuant to <a href="#">Clauses 5</a> and <a href="#">6</a> , unless such cancellation is due to the events described in <a href="#">Clauses 25</a> and <a href="#">26</a> , in which case the Owners shall release to the Charterers all amounts previously paid in respect of hire and other charges as stated in <a href="#">Clauses 5</a> and <a href="#">6</a> .   | 302<br>303<br>304<br>305<br>306<br>307<br>308   |   |   |
| (b) <b>Cancellation for Delayed Arrival and Premature Termination</b>   | 309   |   |   |
| In the event that the Cruise is cancelled as provided in <a href="#">Clause 4(a)(iii)</a> or is terminated prematurely due to any cause whatsoever whether or not arising from a failure to exercise due diligence on the part of either party, their servants, or their agents, including but not limited to the events described in <a href="#">Clauses 25</a> and <a href="#">26</a> ; deficiency in personnel, breach of orders or neglect of duty by, or the consequences of illness or injury to, or strikes by, or refusal to sail by the Master, officers or crew, fire, collision, accident or breakdown of the Vessel or damage of its hull, machinery and fittings, labour disturbances or disputes, neglect or default by the Master, pilots, officers, crews or other servants of the Owners in the navigation or management of the Vessel, inability to secure or failure of supplies including fuel, detention of or interference with the Vessel by authorities, the Owners shall release to the Charterers all the sums then paid by the Charterers to the Owners pursuant to <a href="#">Clauses 5</a> and <a href="#">6</a> for that portion of the Cruise not executed less port charges and taxes incurred; and neither party shall otherwise be liable to the other for such cancellation or termination of the Cruise unless <a href="#">sub-clauses 22(c)</a> or <a href="#">(d)</a> apply. | 310<br>311<br>312<br>313<br>314<br>315<br>316<br>317<br>318<br>319<br>320<br>321<br>322<br>323<br>324<br>325<br>326 |   |   |
| (c) <b>Liquidated Damages</b>   | 327   |   |   |
| Either party may cancel the Cruise as provided in <a href="#">Clause 4(a)(ii)</a> or terminate the Cruise prematurely for the other party's gross negligence, reckless conduct or wilful breach. The parties acknowledge that either party's actual losses arising from such cancellation or termination of the Cruise would be difficult if not impossible to calculate and that the below mentioned sums represent fair compensation to that party in the nature of liquidated damages to the exclusion of any other damages payable by the other party for cancellation or termination of the Cruise, unless <a href="#">Clause 22(d)</a> applies.   | 327<br>328<br>329<br>330<br>331<br>332<br>333<br>334  |   |   |
| (i) If the Cruise is cancelled or terminated due to the Charterers' gross negligence, reckless conduct or wilful breach, the Owners may retain all the sums then paid and collect any sums then due and owing by the Charterers to the Owners pursuant to <a href="#">Clauses 5</a> and <a href="#">6</a> .   | 335<br>336<br>337<br>338  |   |   |
| (ii) If the Cruise is cancelled or terminated due to the Owners' gross negligence, reckless conduct or wilful breach, the Owners shall release to the Charterers all of the sums paid by the Charterers to the Owners pursuant to <a href="#">Clauses 5</a> and <a href="#">6</a> for that portion of the Cruise not executed, less port charges and taxes incurred and the Owners shall pay to the Charterers the amount stated in <a href="#">Box 24</a> .  | 339<br>340<br>341<br>342<br>343   |   |   |
| (d) <b>Substitute Transport of Passengers</b>   | 344   |   |   |
| If the Cruise is terminated prematurely, the Owners shall land the passengers and their belongings at any port or ports, whereupon the Owners shall use their best endeavours to tranship and forward (at the Owners' expense but at the passengers' risk) the passengers and their belongings to the port of embarkation or the port of disembarkation by other ships or conveyances; provided that if termination were due to some event for which the Charterers were responsible or to the Charterers' gross negligence, reckless conduct or wilful breach, the Charterers shall indemnify and hold the Owners harmless for any amounts incurred by the Owners under this sub-clause.   | 345<br>346<br>347<br>348<br>349<br>350<br>351<br>352<br>353   |   |   |
| <b>23. Assignment and Sub-chartering</b>  | 354   |   |   |
| The Charterers shall not assign this Charter Party nor sub-charter the Vessel without prior written consent of the Owners.  | 355<br>356  |   |   |
| The Owners may at any time assign this Charter Party, which shall thereafter continue in full force and effect.   | 357<br>358  |   |   |
| <b>24. Limitation of Liabilities</b>  | 359   |   |   |
| (a) The Owners and the Vessel shall have the right at all times to avail themselves and have the benefit of any limitation of liability or exoneration of liability rule, regulation or statute applicable.   | 360<br>361<br>362   |   |   |
| (b) If any action is brought directly against the Owners of the Vessel, its Master or crew or any servant, agent or independent contractor, or against any person   | 363<br>364  |   |   |
|   |   | 25. <b>Force Majeure</b>  | 371   |
|   |   | Neither the Owners nor the Charterers shall be responsible for any loss, damage, delay or failure in performance under this Charter Party resulting from act of God, civil commotion, arrest or restraint by princes, rulers and people, bad weather, closure of ports, quarantine and epidemics or any other event whatsoever arising after signing the Charter Party which cannot be avoided or guarded against by the exercise of due diligence or the consequences of which as may affect the performance of this Charter Party, cannot be avoided or guarded against by the exercise of due diligence.   | 372<br>373<br>374<br>375<br>376<br>377<br>378<br>379                      |
|   |   | <b>26. War Risks</b>  | 380   |
|   |   | (a) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flag or ownership), by any person, body, terrorist or political group, or the Government of any state whatsoever, which are dangerous or likely to be or to become dangerous to the Vessel, crew or passengers. "War Risks" shall also include for the purpose of this clause any nuclear accident (whether actual or reported), which is dangerous or likely to be or become dangerous to the Vessel, crew or passengers. | 381<br>382<br>383<br>384<br>385<br>386<br>387<br>388<br>389<br>390<br>391 |
|   |   | (b) If at any time before the commencement of the Cruise, it appears that the performance of this Charter or any part of it, may expose the Vessel, its crew or passengers on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Charter Party, or may refuse to perform such part of it as may expose or may be likely to expose, the Vessel, its crew or passengers to War Risks.  | 392<br>393<br>394<br>395<br>396<br>397                                    |
|   |   | (c) The Owners shall not be required to continue embarking passengers for the Cruise or to proceed on the Cruise or continue the Cruise, or any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place where it appears, either after embarkation commences or at any stage of the Cruise, that the Vessel, its crew or passengers or any one or more of them, are or are likely to be exposed to War Risks. If it should so appear, the Owners may at their sole discretion and by notice to the Charterers change the agreed ports of call or the route of the Cruise in order to prevent or minimize such exposure.  | 398<br>399<br>400<br>401<br>402<br>403<br>404<br>405<br>406               |
|   |   | (d) The Vessel shall have the liberty:  | 407   |
|   |   | (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destination, disembarking of passengers or in any other way whatsoever, which are given by the Government of the nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;  | 408<br>409<br>410<br>411<br>412<br>413<br>414                             |
|   |   | (ii) to comply with the orders, directions or recommendations of any war risks or other underwriters, who have the authority to give same under the terms of the war risks or other insurance of the Vessel;  | 415<br>416<br>417   |
|   |   | (iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Union, the effective orders of any Supranational Body which has the right to issue and give the same, and with national laws aimed at enforcing the same, to which the Owners are subject and to obey the orders and directions of those who are charged with their enforcement;   | 418<br>419<br>420<br>421<br>422<br>423                                    |
|   |   | (iv) to call at any other port to disembark passengers and/or to change crew or any part thereof when there is reason to believe that any passengers and/or crew members may be subject to internment, imprisonment or other sanctions.   | 424<br>425<br>426<br>427  |
|   |   | (e) If in compliance with any of the provisions of <a href="#">sub-clauses (b)</a> to <a href="#">(d)</a> of this Clause anything is done or not done, such shall be considered as due fulfilment of the Charter.   | 428<br>429<br>430   |
|   |   | <b>27. Law and Arbitration</b>  | 431   |
|   |   | *) (a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. Unless the parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party and the arbitrators so appointed shall appoint a third arbitrator, the decision of the three-man tribunal thus constituted or any   | 432<br>433<br>434<br>435<br>436<br>437<br>438                             |

**PART II**  
**“CRUISEVOY” Voyage Charter for Vessels**

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| two of them, shall be final. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall be final.  | 439<br>440<br>441<br>442                             | <a href="#">27</a> or to any other address which the Owners may designate to the Charterers in writing.  | 472<br>473                             |
| For disputes where the total amount claimed by either party does not exceed the amount stated in <a href="#">Box 26</a> .** the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.  | 443<br>444<br>445                                    | (b) if addressed to the Charterers, shall be dispatched to the address stated in <a href="#">Box 28</a> or to any other address which the Charterers may designate to the Owners in writing.   | 474<br>475<br>476                      |
| *) (b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and should any dispute arise out of this Charter Party, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for purpose of enforcing any award, this agreement may be made a rule of the Court. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. | 446<br>447<br>448<br>449<br>450<br>451<br>452<br>453 | <b>29. Entire Agreement</b>  | 477                                    |
| For disputes where the total amount claimed by either party does not exceed the amount stated in <a href="#">Box 26</a> ** the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc.   | 454<br>455<br>456<br>457                             | This Charter Party contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, proposals, statements of intent and other representations with respect to such subject matter.  | 478<br>479<br>480                      |
| *) (c) Any dispute arising out of this Charter Party shall be referred to arbitration at the place indicated in <a href="#">Box 25</a> , subject to the procedures applicable there. The laws of the place indicated in <a href="#">Box 25</a> shall govern this Charter Party.   | 458<br>459<br>460                                    | This Charter Party may not be changed orally nor may any provision or right be waived, modified, enlarged, amended or varied in any manner nor may it be abrogated or discharged except in each case by a written instrument signed by the party to be charged therewith.  | 481<br>482<br>483<br>484               |
| (d) If <a href="#">Box 25</a> in Part I is not filled in, <a href="#">sub-clause (a)</a> of this Clause shall apply.  | 461  | The failure of any party to insist upon strict compliance with or performance of any of the provisions of this Charter Party shall not constitute a waiver or abrogation of such provisions, or any other provision, nor shall it constitute a waiver of compliance in any other instance. No course of dealing between the parties and no delay on the part of any party in exercising any right hereunder shall operate as a waiver of any right of the parties. | 485<br>486<br>487<br>488<br>489<br>490 |
| (e) The provisions of this Clause shall be without prejudice to the stipulations relating to governing law and jurisdiction set out in the Passage Ticket, which shall apply to any claim by any passengers against the Owners.   | 462<br>463<br>464                                    | The headings in this Charter Party are inserted for convenience of reference only and shall not be construed as part of the agreement.   | 491<br>492                             |
| * (a), (b) and (c) are alternatives; indicate alternative agreed in <a href="#">Box 25</a> .  | 465  | If any provision of this Charter Party is prohibited, invalid or unenforceable in any jurisdiction the legality, validity and enforceability of the remaining provisions hereof shall not in any way be affected.  | 493<br>494<br>495                      |
| ** Where no figure is supplied in <a href="#">Box 26</a> in Part I, this provision only shall be void but the other provisions of this clause shall have full force and remain in effect.   | 466<br>467   | <b>30. Brokerage</b>   | 496                                    |
| <b>28. Notices</b>  | 468  | The Owners shall pay a commission at the rate stated in <a href="#">Box 29</a> to the party mentioned in <a href="#">Box 30</a> on any hire paid under this Charter Party. If the full hire is not paid owing to breach of the Charter Party by either of the parties, the party liable therefor shall indemnify the Brokers against their loss of commission.   | 497<br>498<br>499                      |
| Any notices to be given by either party to the other shall be in writing (which term shall include telexes/faxes) and:  | 469  | In case of cancellation pursuant to <a href="#">Clause 22</a> , one third of the brokerage on the estimated amount of hire shall be paid by the Owners, as indemnity to the Brokers.   | 500<br>501<br>502                      |
| (a) if addressed to the Owners, shall be dispatched to the address stated in <a href="#">Box</a>  | 470<br>471   | In signing this Charter Party the Owners acknowledge their agreement with the Brokers to pay the commissions described in this clause.   | 503<br>504                             |